

RETURN DATE: FEBRUARY 16, 2021 : HOUSING SESSION  
 WALL STREET THEATER COMPANY, INC. : J.D. OF STAMFORD/NORWALK  
 v. : AT NORWALK  
 HILLSONG CONNECTICUT, LLC : JANUARY 20, 2021

# **COMPLAINT**

## **FIRST COUNT**

1. On September 20, 2019, the Defendant, HILLSONG CONNECTICUT, LLC (hereinafter the "Defendant"), entered into a License Agreement (hereinafter the "Agreement") with the Plaintiff, WALL STREET THEATER COMPANY, INC. (hereinafter "the Plaintiff"), for the use and occupancy of the premises located at 71 Wall Street, Norwalk, CT 06850 (hereinafter the "Premises") every Sunday from 6:00AM to 10:00PM, at a cost for each Sunday of \$7,937.00, starting September 20, 2019.
2. The Defendant began using the Premises pursuant to said Agreement.
3. On February 21, 2020, the parties amended the Agreement to reduce the cost for each Sunday to \$5,935.25.
4. On March 16, 2020, Governor Lamont issued Executive Order 7D, which prohibited "religious, spiritual or worship" gatherings until April 30, 2020.
5. On May 11, 2020 the Defendant emailed the Plaintiff to cancel the Agreement invoking the one hundred twenty (120) day termination clause from the Agreement.

6. On May 29, 2020, Governor Lamont issued Executive Order 7TT, which permitted the expansion of in-person, indoor gatherings to 25% of the capacity of the indoor space, or 100 persons, whichever is less. The seated capacity of the Wall Street Theater is 690.
7. Pursuant to the Agreement, the Defendant owes Plaintiff for the one hundred twenty (120) day time period from May 11, 2020 through September 8, 2020.
8. Despite due demand the Defendant has failed and refused to pay the balance due of \$100,899.25.

## SECOND COUNT

- 1.-2. Paragraph 1 and 2 of the First Count are hereby incorporated as paragraphs 1 and 2 of this the Second Count.
3. On December 18, 2020, the Defendant, without prior approval from the Plaintiff, willfully or negligently, removed electronic equipment belonging to the Plaintiff from a storage container on the property.
4. As of this date, Plaintiff's electronic equipment has not been located or produced by the Defendant, and as a result, the Plaintiff has suffered significant financial loss.
5. By retaining the Plaintiff's electronic equipment and/or by the Defendant's failure to deliver the electronic equipment, the Defendant has committed statutory theft in violation of Connecticut General Statutes Section 52-564.

**THIRD COUNT**

- 1-8. Paragraph 1 through 8 of the First Count are hereby incorporated as paragraphs 1 through 8 of this, the Third Count.
- 9-12. Paragraph 1 through 4 of the Second Count are hereby incorporated as paragraphs 9 through 12 of this, the Third Count.
13. The acts of the Defendant constitute violations of the Connecticut Unfair Trade Practice Act, Connecticut General Statutes §42-110a, et seq., in that said actions were immoral, oppressive and unscrupulous and caused substantial injury to the Plaintiff.
14. In accordance with the CGS §42-110c, a copy of this Complaint has been mailed to the Attorney General for the State of Connecticut.

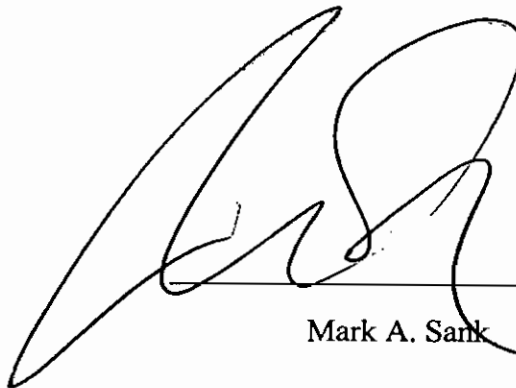
WHEREFORE, the Plaintiff claims:

1. Monetary damages.
2. Interest.
3. Treble damages under authority of C.G.S. §52-564;
4. Statutory pre-judgment interest pursuant to C.G.S. §37-3a;
5. Statutory post-judgment interest pursuant to C.G.S. §52-356d(e) and C.G.S. §37-3a.
6. Such other and further relief as the Court may deem appropriate.
7. The amount in demand is more than FIFTEEN THOUSAND (15,000.00) DOLLARS.
8. The remedy sought is based upon an express or implied promise to pay a definite sum.

I, MARK A. SANK, the subscribing authority, hereby certify that I have personal knowledge as to the financial responsibility of the Plaintiff and deem it sufficient to pay the costs in this action.

Of this Writ, with your doings thereon, make due service and return.

Dated at Stamford, Connecticut, this 20<sup>th</sup> day of January, 2021.

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

Mark A. Sank